



Request for Proposal Number M10-RFP-001
for
Broadband Mapping for the State of Washington
by the
Washington State
Department of Information Services

**THIS PROJECT/CONTRACT IS FUNDED IN WHOLE OR
IN PART BY FUNDS MADE AVAILABLE THROUGH THE
AMERICAN RECOVERY AND REINVESTMENT ACT**

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SECTION 1

1 INTRODUCTION

1.1 Background & Purpose

The Department of Information Services (DIS) provides telecommunications, computing, and digital government services to state, local, and tribal governments, higher education institutions, and qualified non-profit organizations.

DIS operates a secure, statewide standards-based telecommunications network providing reliable, economical voice, data and video communications. The DIS data center is one of the largest in the Northwest, combining both client server and mainframe computing in a secure, controlled environment. DIS also operates the state's Internet portal, Access Washington <<http://access.wa.gov>>, offering a single point of entry for citizens and business to government information and services. For more information, visit the DIS Web site at <http://dis.wa.gov/>.

DIS is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in providing services as part of DIS's application for a grant for federal funding for broadband mapping. The detailed requirements for qualifying for federal funding under NTIA State Broadband Data and Development Grant Program, are provided on the following website: <http://broadbandusa.sc.egov.usda.gov/>. Given the short turn-around time provided (i.e., August 14, 2009 deadline), and the competitive nature of the grant, we seek as much details and information you can provide that is directly responsive to the requirements. Also, since the grant program provides for funding in three (3) phases, we request that any responses include the option of a 3-phased approach. Please note, that particular attention to be given to the technical appendix attached to the NTIA rules, referred to above, and that responses should parallel the order in which the requirements are listed, in order to expedite turn-around of our evaluation.

1.2 Acquisition Authority

Chapter 43.105 of the Revised Code of Washington (RCW) as amended establishes the Washington State Information Services Board (ISB). While the ISB does not purchase for agencies, it regulates the manner in which state agencies may acquire information technology equipment, software, and services. DIS issues this Request for Proposal (RFP) acting under the delegated authority of the ISB.

1.3 Contract Term

It is anticipated that the term of the resulting Contract will be for one (1) year, commencing on August 14, 2009. The work to be done is anticipated to be completed by March 1, 2010.

1.4 Definitions

"Acceptable Alternative" shall mean a Vendor-proposed option that DIS considers satisfactory in meeting a Mandatory requirement. DIS, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

"Acceptance Testing" shall mean the process for ascertaining that the Product meets the standards set forth in the section titled **Technical Requirements**, prior to Acceptance by DIS.

"Apparently Successful Vendor" (ASV) shall mean the Vendor(s) who: (1) meets all the requirements of this RFP, **and** (2) receives the highest number of total points.

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Contract” shall mean the RFP, the Response, Contract document, all schedules and exhibits, all statements of work and all amendments awarded pursuant to this RFP.

“Delivery Date” shall mean the date by which the any ordered Product/Service must be delivered.

“Desirable” or “(D)” shall mean the requirement is important but not mandatory. The Response will not be scored.

“Desirable Scored” or “(DS)” shall mean the requirement is important but not mandatory, and the Response will be scored.

“DIS” shall mean the Washington State Department of Information Services.

“Mandatory” or “(M)” shall mean the Vendor must comply with the requirement, the Vendor must provide an affirmative indication within its Response that the Vendor has read, understands, and intends to comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or “(MS)” shall mean the Vendor must comply with the requirement, and the Response will be scored.

“Personal Services” shall mean professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, pursuant to chapter 39.29 RCW.

“Purchased Services” shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in the resulting Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 43.105.020.

“Purchaser” shall mean the Department of Information Services.

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Vendor to DIS in accordance with this RFP. The Response shall include all written material submitted by Vendor as of the date set forth in the RFP schedule or as further requested by DIS.

“Services” may include both Personal Services and Purchased Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“Software” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“State” shall mean the state of Washington.

“Statement of Work” (SOW) shall mean the list of Services to be accomplished under the terms and conditions of the resulting Contract.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean a company, organization, or entity submitting a Response to this RFP.

1.5 Single Use

This RFP is being issued for Purchaser’s exclusive use. The results of this RFP may not be used to satisfy the competitive requirements of any other agency that may choose to purchase similar Services directly from the Apparently Successful Vendor (ASV).

1.6 Single Award

Only one (1) ASV will be identified via this procurement. DIS intends to award only one (1) Contract.

1.7 Overview of Solicitation Process

DIS will select an Apparently Successful Vendor (ASV) based on the scoring criteria set forth in Section 6.

1.8 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding. Proposals must include cost estimates for the work proposed to be performed (see Section 5.2.1).

SECTION 2

2 SCHEDULE

This RFP is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. Unless otherwise indicated, all required deadlines are 4:00 p.m. All times are local time, Olympia, WA.

EVENT	DATE & TIME
RFP issued	July 17, 2009
Optional Letter of Intent Due	July 23, 2009
Final Vendor questions, comments, and complaints due	July 24, 2009
Written responses to final Vendor questions, comments, and complaints	July 27, 2009
Vendor Responses due	July 28, 2009
Vendor Client References due	July 28, 2009
Evaluations Completed	July 29, 2009
Notification of Apparently Successful Vendor	July 30, 2009
Vendor requests for debriefing due (Optional)	July 31, 2009
Optional Vendor debriefings	August 3, 2009
Begin Contract negotiations	August 3, 2009
Contract available	August 11, 2009

DIS reserves the right to revise the above schedule.

SECTION 3

3 ADMINISTRATIVE REQUIREMENTS

3.1 RFP Coordinator (Proper Communication)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. With the exception of the *Office of Minority and Women's Business Enterprises (OMWBE)*, (reference Subsection 3.22), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications are unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFP Coordinator. The RFP Coordinator may also designate, in writing, a backup RFP Coordinator/Point of Contact.

Abraham L. Rocha, RFP Coordinator
Department of Information Services
1110 Jefferson Street SE
PO Box 42445
Olympia, WA 98504-2445

Telephone: (360) 902-3492
FAX: (360) 586-1414
E-mail: Abraham.Rocha@dis.wa.gov

Backup RFP Coordinator

Doug Haffie
Department of Information Services
1110 Jefferson Street SE
PO Box 42445
Olympia, WA 98504-2445

Telephone: (360) 902-3510
Email: Doug.Haffie@dis.wa.gov

3.2 Optional Letter of Intent

A letter indicating the Vendor's intent to respond to this RFP should be received by the RFP Coordinator at the address specified in Section 3.1 *RFP Coordinator*, no later than the date and time listed in Section 2, *Schedule*. The Vendor may submit the Letter of Intent by U.S. mail, facsimile, e-mail. Vendors submitting a letter of intent will directly receive amendments and other information regarding this RFP.

Each Vendor should include the following information in the Letter of Intent:

- a) Vendor name;
- b) Statement that the Vendor intends to propose; and
- c) Vendor's authorized representative for this RFP, who will be available as the primary contact throughout the RFP process, and contact information as follows:

Name and title of authorized representative
Address
Telephone number
FAX number
E-mail address

3.3 Vendor Questions

Vendor questions regarding this RFP will be allowed until the date and time specified in the *Schedule* (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the

RFP Coordinator. An official written DIS response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the DIS web site at: http://techmall.dis.wa.gov/procurement/procure_announce.aspx

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the DIS web site will be considered official and binding.

3.4 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.5 Vendor Complaints Regarding Requirements and Specifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Vendors may submit specific complaints to the RFP Coordinator, if Vendor believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Response due date set forth in the *Schedule* (Section 2). The solicitation process may continue.

These complaints are **not** handled through protest procedures outlined in Appendix D, *Protest Procedures*; however, the RFP Coordinator will forward a copy of the complaint to the DIS Management & Oversight of Strategic Technologies Division (MOSTD). Should a Vendor complaint identify a change that would be in the best interest of the State to make, DIS may modify this RFP accordingly. The DIS decision is final; no further administrative appeal is available.

3.6 Response Contents

The Response must contain information responding to all mandatory requirements in Sections 3 through 6, completed client references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) Volumes containing what is listed below. Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

Volume 1: Response to Sections 3 & 4 Administrative Requirements and Vendor Requirements

Volume 2: Response to Section 5 Experience and Skill Requirements and Financial Quote

3.7 Number of Response Copies Required

Two (2) hard copies and 1 CDROM of Response Volume 1

Five (5) hard copies and 1 CDROM of Response Volume 2

1 copy of manuals, brochures, or other printed materials, if submitted. Include any demonstration video, demo web site, etc.

For Vendors who wish to provide Responses via email, hard copies are not required, but are appreciated. Vendor assumes all responsibility for failure to provide a complete response to the

RFP – the entire response must be delivered before the deadline – incomplete responses may be disqualified. Partial delivery of a response before the deadline does not satisfy the timeliness requirement.

3.8 Response Presentation and Format Requirements

Not all of the following requirements are mandatory in responding to this RFP – HOWEVER, in order to assist in the scoring of responses and to receive the highest number of points for its Response, Vendors are encouraged to comply with the requirements as stated. Specific Mandatory items are indicated with an (M).

- 3.8.1 The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer (email Responses **must** include a properly signed Certifications and Assurances)
- 3.8.2 Vendor must respond to each question/requirement contained in Sections 3 through 6 of this RFP. Failure to substantially comply with any applicable item may result in the Response being disqualified.
- 3.8.3 (M) Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
 - a) For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor's proposed Services meet the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, if true, along with any additional information requested.
 - b) For Mandatory Scored (MS) and Desirable Scored (DS) items, the Response must always indicate explicitly whether or not the Vendor's proposed Products/Services meet the requirement, and describe how the proposed Vendor's Products/Services will accomplish each requirement or are desirable as it relates to the service(s) proposed.
- 3.8.4 Responses must be prepared on standard 8.5 x 11-inch loose-leaf paper and placed in three-ring binders with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number. While this section is not specifically indicated as Mandatory, Vendors are encouraged to comply with this section in order to assist in the scoring of Vendor's Response.
- 3.8.5 Include Vendor name and the name, address, e-mail, facsimile and telephone number of the Vendor's authorized representative at the beginning of each volume of the Response.
- 3.8.6 Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 3.8.7 (M) The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

3.9 Multiple (Alternative) Responses

Multiple or Alternative Responses from a Vendor will be permissible; however, each Response must conform fully to the requirements for Response submission. Each such Response must be submitted separately and labeled as Response #1, Response #2, etc. on each page included in the Response.

3.10 (M) Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFP Coordinator at the address specified in *RFP Coordinator* (Section 3.1).

Responses must be received at DIS by the date and time specified in Section 2, *Schedule*. Time is of the essence. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. **Responses sent by facsimile will not be accepted.**

For Responses submitted via email, a complete response must be received by the date and time specified in Section 2 *Schedule* in order for the Vendor's response to be deemed to have arrived in a timely manner. The timestamp assigned by DIS' email system will be the official time a response is received. Please note that an email submission may encounter delivery problems as materials, attachments, or the email itself may not pass through DIS' firewall. In that case, it is the Vendor's responsibility to ensure that DIS has received all materials. **Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their Response.** Vendors are encouraged to send electronic responses well in advance of the deadline and to confirm that a complete response was received by DIS prior to the deadline.

3.11 Cost of Response Preparation

DIS will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFP.

3.12 Response Property of DIS

All materials submitted in response to this solicitation become the property of DIS, unless received after the deadline in which case the Response is returned to the sender. DIS has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.13 Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. **DIS will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.**

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, and in accordance with Session Law Chapter 509, Laws of 2009 (<http://apps.leg.wa.gov/billinfo/summary.aspx?bill=1701>) DIS shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, DIS will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, DIS will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as DIS retains Vendor's information in DIS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.14 Waive Minor Administrative Irregularities

DIS reserves the right to waive minor administrative irregularities contained in any Response. Additionally, DIS reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

3.15 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. DIS is not liable for any errors in Responses. DIS reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.16 Amendments/Addenda

DIS reserves the right to change the *Schedule* or other portions of this RFP at any time. DIS may correct errors in the solicitation document identified by DIS or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFP, a notice will be posted on the procurement web site at: http://techmall.dis.wa.gov/procurement/procure_announce.aspx, and emailed to the designated contact for each Vendor.

3.17 Right to Cancel

With respect to all or part of this RFP, DIS reserves the right to cancel or reissue at any time without obligation or liability.

3.18 (M) Contract Requirements

A Contract based on the *Model Information Technology Contract Terms and Conditions* adopted by the ISB in December 2001 has been included as Appendix B.

To be responsive, **Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B**, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of DIS, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. Please note that the Certifications and Assurances Form (Exhibit A) must be signed and dated in ink by a person legally authorized to bind the consultant to a

contractual relationship. DIS expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within seven (7) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted seven (7) days time frame, DIS may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 3.17, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.19 (M) Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

3.20 Best and Final Offer

DIS reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there may not be a best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.21 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.22 Office of Minority and Women's Business Enterprises

DIS strongly encourages participation of minority and women businesses. Vendors who are OMWBE certified or intend on using OMWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of OMWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact OMWBE at (360) 753-9693.

3.23 No Obligation to Contract/Buy

DIS reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates DIS to make any purchases.

3.24 Non-Endorsement and Publicity

In selecting a Vendor to supply Services to the state of Washington, the State is neither endorsing Vendor's Services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to DIS or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of DIS.

3.25 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish response withdrawal, a

written request signed by an authorized representative of Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.26 Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, DIS will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

3.27 Protest Procedures

Vendors who have submitted a timely Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

3.28 Selection of Apparently Successful Vendor

All Vendors responding to this solicitation will be notified by mail or e-mail when DIS has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described in Section 6.6, *Vendor Total Score*. The date of announcement of the ASV will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

3.29 Electronic Availability

The contents of this RFP and any amendments/addenda and written answers to questions will be available on the DIS web site at: http://techmall.dis.wa.gov/procurement/procure_announce.aspx. The document(s) will be available in Microsoft Word.

SECTION 4

4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.8

4.1 (M) Letter of Submittal (Executive Summary)

Vendors must submit an Executive Summary prepared and signed on Vendor's official business letterhead. Cost information must not be included in the transmittal letter. The Executive Summary must be included as the first page of Part 1 of Volume 1. Signing the Executive Summary indicates that the Vendor accepts the terms and conditions of this RFP. Please note that the Letter of Submittal must be signed and dated in ink by a person legally authorized to bind the Vendor to a contractual relationship.

Vendor's Executive Summary must include the following information:

- 4.1.1 Vendor must provide the name, legal status (e.g., corporation, sole proprietor, etc.), Federal Tax I.D. number, Washington UBI number (Unified Business Identifier number), address, telephone number, facsimile, and email address of the legal entity or individual with whom DIS may execute a contract arising from this RFP.
- 4.1.2 Contact representative's name and contact information.
- 4.1.3 An organizational chart and a listing of key Vendor personnel who have signature authority to bind their organization to a contract.
- 4.1.4 A brief description of the company, including the Vendor organization's experience and history with Broadband Mapping services similar to those being procured under this RFP and experience specific to high-speed internet deployment and adoption strategy and GIS mapping. Be specific and identify projects, dates, and results.
- 4.1.5 A detailed list of all materials and enclosures included in your Response.
- 4.1.6 Identify the page numbers on the Response that are marked "Proprietary or Confidential" Information.
- 4.1.7 A statement substantiating that the person who signs the Executive Summary is authorized to contractually bind the Vendor's organization.
- 4.1.8 The Vendor's guarantee that its Response, as submitted, will remain in full force and effect for 180 days.
- 4.1.9 Any statements you wish to convey to the RFP Coordinator.

4.2 (M) Vendor Profile

Vendor must provide the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom DIS may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers. Also include the following:

- a) Parent company, if applicable

- b) Structure of the organization that performs Consulting services and other services that are directly related to the support of the Consulting services;
- c) The total number of years in business;
- d) The number of years performing Consulting related services;

4.3 (M) Vendor Organizational Capabilities

Vendor must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with Consulting Services within the scope of this RFP.

4.4 Minimum Qualifications

The successful Vendor will meet the following requirements:

- 4.4.1 Knowledge of high-speed internet technology, infrastructure, and deployment.
- 4.4.2 Experience working with Geographic Information Systems (GIS) mapping.
- 4.4.3 Knowledge of the telecommunications industry and service providers.

4.5 (M) Staff Qualifications

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.6 Vendor Account Manager

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. Vendor's Account Manager will be the principal point of contact concerning Vendor's performance under this Contract. Vendor shall notify the DIS Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager:

Address:

Phone:

Fax:

E-mail:

4.7 (MS) Client References (10 points total)

Vendor must provide a list of three (3) of its commercial and/or government clients, who will serve as references, directly to the RFP Coordinator by the deadline set forth in the *Schedule* (Section 2). Vendor must select clients who will respond in a timely manner to the RFP Coordinator's telephone query with objective information concerning the Products/Services they have purchased. Vendors are requested to notify references in advance that they may be contacted; Vendors should also supply references with the questions listed in Appendix G.

The Services purchased by these clients must be similar to those requested by this RFP.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.

Vendor must provide all the names of its references and their contact information in the Response. DIS will contact Vendor's client references directly and ask each reference the questions listed in Appendix G and will score the Vendors based on the reference's response to each question. DIS reserves the right to be one of Vendor's client references based on DIS' prior experience with Vendor, and have DIS' Client Reference Form evaluated.

DIS reserves the right to eliminate from further consideration in the RFP process any Vendor who, in the opinion of DIS, receives an unfavorable report from a client. DIS may, at its discretion, contact other Vendor clients for references. Vendors must fill out, sign, and return the Authorization to Release Information posted at:

http://techmall.dis.wa.gov/procurement/procure_announce.aspx

4.8 (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

4.9 (M) Use of Subcontractors

DIS will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. DIS reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by DIS.

If Subcontracts will be used for the resultant Contract for this RFP, the Vendor must provide the following for each Subcontractor in addition to the requirements in Section 5.2.2:

- Subcontractor(s) name;
- Subcontractor Representative;
- Address;
- Phone number;
- E-mail; and
- Fax number
- OMWBE status.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.10 (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Services requested by this RFP experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.

"Termination for Default" is defined as notice to Vendor to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

DIS will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.11 (M) Insurance

The ASV is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Proposed Contract.

SECTION 5

5 Statement of Work Tasks & Experience and Skill Requirements

Respond to the following requirements per the instructions in section 3.8.

5.1 (MS) Data (30 points total)

Describe in detail how your organization meets each mandatory scored item listed below. Failure to respond to a specific item will result in a score of zero for that item and may result in Vendor's disqualification.

- 5.1.1 Vendor must agree to provide the NTIA with broadband data from various Broadband providers. Data must be of the type and in the format indicated in the Technical Appendix (see Appendix E).
- 5.1.2 Accuracy and Verification of Data – provide multiple methods of verifying data at any given location.
- 5.1.3 Describe how Vendor plans to make the data easily accessible by and understandable to the public.
- 5.1.4 Describe how Vendor proposes to address Security and Confidentiality – how will Vendor protect collected data and Confidential Information.

5.2 (MS) Project Feasibility (30 points total)

- 5.2.1 Vendor must provide a budget that is reasonable and cost efficient. Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification. (15 points)

- 5.2.1.1 Vendor must collect and report all applicable state taxes as set forth in Section 4.8, *Vendor Licensed to do Business in Washington*.

- 5.2.1.2 All elements of recurring and non-recurring costs must be identified and included in prices set forth in a Vendor-proposed Project Budget Explanation and Cost (Vendor Price List). This must include, but is not limited to, all taxes, administrative fees, labor, travel, travel time, consultation services, and supplies needed for the provisioning of the Services. Vendor must present a proposed total cost estimate for the project.

- 5.2.1.3 Present the budget for the work you would expect to do to meet the expectations detailed in this RFP. Note the assumptions made in arriving at this budget level and provide detail regarding the compensation costs, FTEs to be employed, travel costs, etc. Please also detail the costs of any subcontractors to be hired along with their fees and their credentials. The Vendor's total proposed cost will be used to determine Vendor scores for this section and must include all the cost components listed in Section 5.2.1.1, 5.2.1.2, and 5.2.1.3.

- 5.2.2 Vendor capacity, knowledge, and experience: (15 points)

Vendor must provide a description of the proposed project staffing and provide a clear and concise professional résumé for each Vendor Staff Resource, or subcontractor, to be assigned to this project and an optional cover letter that details each person's experience and qualifications

and how the person is qualified to fulfill the tasks described in Section 5. Vendor must also provide the name, title, or position of the person who would have primary responsibility and decision making authority for overseeing the Broadband Mapping work.

The current résumé must describe the educational and work experiences. Résumés should contain the following information:

- Name of candidate and Work Title
- Related Work Experience Summary
- Education

If, at Contract award or any time thereafter, any specifically named individual(s) identified in the Response to work on this engagement is not available, DIS has the right to approve or reject any change in Vendor personnel.

5.3 (MS) Expedient Data Delivery (20 points total)

- 5.3.1 Vendor must describe its plan and confirm its ability to meet the deadlines set by NTIA (5 points)
- 5.3.2 Vendor must describe its plan and confirm its ability to provide a substantially complete set of data by November 1, 2009 (5 points)
- 5.3.3 Vendor must describe its plan and confirm its ability to complete project requirements provide a substantially complete set of data by February 1, 2010 (5 points)
- 5.3.4 Vendor must describe its plan and confirm its ability to complete all data collection by March 1, 2010 (5 points)

5.4 (MS) Process for Repeated Data Updating (10 points total)

- 5.4.1 Vendor must describe its plan and confirm its ability to update data at least semi-annually for a period of 5 years.

SECTION 6

6 EVALUATION PROCESS

6.1 Overview

The Vendor who meets all of the RFP requirements and receives the highest number of total points as described below in Section 6.6, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with DIS.

6.2 Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

6.3 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (see Sections 3-5). Only Responses meeting all Mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, DIS reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

6.4 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a "0" on any Mandatory Scored (MS) element(s) may be disqualified.

Each scored element in Section 5 of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 6.6, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each experience/skill requirement. A scale of zero to ten will be used, defined as follows:

0	Unsatisfactory	Capability is non-responsive or wholly inadequate.
1-3	Below Average	Capability is substandard to that which is average or expected as the norm.
4-6	Average	The baseline score for each item, with adjustments based on the evaluation team's reading of the Response.
7-9	Above Average	Capability is better than that which is average or expected as the norm.
10	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

$\frac{\text{Sum of Data Scores (5.1)}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Score}$
--

$\frac{\text{Vendor's Avg. Score}}{\text{Highest Avg. Score}} \times 30 = \text{Data Score}$
--

Project Feasibility Scoring

The RFP Coordinator will calculate the Budget score using the Vendor's Budget Explanation and Cost / Price List (see Section 5.2.1). That score will be added to the Applicant Capacity Score to determine the Vendor's total score for Project Feasibility.

$\frac{\text{Budget Explanation and Cost Total Scores(5.2.1)}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Score}$

$\frac{\text{Vendor's Avg. Score}}{\text{Highest Avg. Budget Explanation and Cost Score}} \times 15 = \text{Budget Explanation and Cost Score}$

$\frac{\text{Sum of Applicant Capacity Scores (5.2.2)}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Score}$
--

$\frac{\text{Vendor's Avg. Score}}{\text{Highest Avg. Score}} \times 15 = \text{Applicant Capacity Score}$
--

$\text{Budget Explanation and Cost Score} + \text{Applicant Capacity Score} = \text{Project Feasibility Score}$

$\frac{\text{Sum of Expedient Data Delivery Scores (5.3)}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Score}$

$\frac{\text{Vendor's Avg. Score}}{\text{Highest Avg. Score}} \times 20 = \text{Expedient Data Delivery Score}$

$\frac{\text{Sum of Process for Repeated Data Updating Scores (5.4)}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Score}$
--

$\frac{\text{Vendor's Avg. Score}}{\text{Highest Avg. Score}} \times 10 = \text{Process for Repeated Data Updating Score}$
--

Client Reference Evaluation

The RFP Coordinator will calculate the scores for each *Client Reference*, Appendix G. The total scores of all the Vendor's Client References will be summed together and an average point score will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 6.6, *Vendor Total Score*.

$\frac{\text{Client References Total Scores(4.7)}}{3} = \text{Vendor's Avg. Score}$

$\frac{\text{Vendor's Avg. Score}}{\text{Highest Avg. Reference Score}} \times 10 = \text{Client Reference Score}$
--

6.5 Allocation of Points

The following weighting and points will be assigned to the proposal for evaluation purposes:

<u>Scored Items</u>	<u>Points Possible</u>
Client References (4.7)	10 points
Data (5.1)	30 points
Project Feasibility (5.2)	30 points
Expedient Data Delivery (5.3)	20 points
Process for Repeated Data Updating (5.4)	10 points
TOTAL	100 points

6.6 Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth.

6.7 Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. DIS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within seven (7) days after initiation, DIS may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

APPENDIX A

CERTIFICATIONS AND ASSURANCES **Broadband Mapping for the State of Washington** Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of *120* days following the Response Due Date specified in the RFP, and it may be accepted by DIS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the *120*-day period. In the case of protest, your Response will remain valid for *180* days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (see Subsection 3.19, (*Contract Requirements*)).

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX B

PROPOSED CONTRACT

Terms and Conditions
For

Broadband Mapping for the State of Washington

Posted separately on the DIS Web site at:

http://techmall.dis.wa.gov/procurement/procure_announce.aspx

APPENDIX C
OMWBE Participation Form

Minority and Women's Business Enterprises (OMWBE)
Participation Form

OMWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified OMWBEs. For questions regarding the above, contact Office of OMWBE, (360) 753-9693.

In accordance with WAC 326-30-046, DIS goals for acquisitions have been established as follows: 12% MBE or WBE.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: _____

APPENDIX D

PROTEST PROCEDURES

A. Procedure

This protest procedure is available to Vendors who submitted a Response to this solicitation and have received a debriefing conference. Protests are made:

1. To DIS after DIS has announced the ASV. Vendor protests shall be received, in writing, by DIS within five (5) Business Days after the Vendor debriefing conference; or
2. To the ISB for acquisitions conducted by DIS, only after protesting first to DIS and DIS resolution is not satisfactory to the protesting party. Protests to the ISB shall be made within five (5) Business Days after the Vendor has received notification of the DIS decision.

B. Grounds for protest are:

1. Arithmetic errors were made in computing the score;
2. The agency failed to follow procedures established in the solicitation document, the ISB policy: *Information Technology Investment Policy and Standards*, or applicable state or federal laws or regulations; or
3. There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

C. Format and Content

Vendors making a protest shall include in their written protest to DIS all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide:

1. Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
2. Information about the acquisition; issuing agency, acquisition method;
3. Specific and complete statement of the agency action(s) being protested;
4. Specific reference to the grounds for the protest; and
5. Description of the relief or corrective action requested.
6. For protests to the ISB, a copy of the DIS written decision on the protest.

D. DIS Review Process

Upon receipt of a Vendor's protest, DIS will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

DIS will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to DIS.

DIS will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

E. DIS Determination

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action;
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
3. Find merit in the protest and provide the agency with options that may include:
 - a) Correct errors and reevaluate all proposals; or
 - b) Reissue the solicitation document; or
 - c) Make other findings and determine other courses of action as appropriate.
4. Not require the agency to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

F. ISB Review Process

Protests to the ISB may be made for acquisitions conducted by DIS. Protests of the decisions by DIS shall be made by letter to the Chair, ISB, who may establish procedures to resolve the protest. The Chair of the ISB must receive protests within five (5) Business Days after Vendor received notification of DIS' decision in order to be considered. The resulting ISB decision is final, with no further administrative appeal available. A complete description of the process to resolve complaints and respond to protests can be found in the *ISB IT Investment Standards* at the following URL: http://www.dis.wa.gov/portfolio/html_files/itinvestmentstandards.htm#resolution

APPENDIX E

Notice of Funding Availability (NOFA) Technical Appendix

[http://broadbandusa.sc.egov.usda.gov/files/BroadbandMappingNOFA\(FederalRegisterVersion\).pdf](http://broadbandusa.sc.egov.usda.gov/files/BroadbandMappingNOFA(FederalRegisterVersion).pdf)

APPENDIX F

RESPONSE CHECKLIST

Posted separately on the DIS Web site at:

http://techmall.dis.wa.gov/procurement/procure_announce.aspx

APPENDIX G

CLIENT REFERENCE FORM

Name of Vendor for whom reference is given: _____

Reference business name: _____

Reference Name and title: _____

Telephone number: _____ E-Mail address: _____

- Describe the type of Vendor's *Mapping Services* for your organization:

- Give a short description of the *service* your organization has received from the Vendor:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Ability to communicate clearly & effectively with large groups and individuals:	0	1	2	3	4

Comments: _____

2. Completion of contractual requirements in a timely manner:

0	1	2	3	4
---	---	---	---	---

Comments: _____

3. Ability to earn respect and credibility in a large organization as a Mapping expert:

0	1	2	3	4
---	---	---	---	---

Comments: _____

4. Reliability:

0	1	2	3	4
---	---	---	---	---

Comments: _____

5. Experience working with GIS:

0 1 2 3 4

Comments: _____

6. Problem resolution and responsiveness of Vendor organization:

0 1 2 3 4

Comments: _____

7. Overall satisfaction with Vendor (or individual): 0 1 2 3 4

Comments: _____

8. Competence of professional services staff: 0 1 2 3 4

Comments: _____

9. Any other information that you would like to share about the Vendor:

APPENDIX H

EVALUATION POINT DISTRIBUTION WORKSHEETS

Posted separately on the DIS Web site at:

http://techmall.dis.wa.gov/procurement/procure_announce.aspx